

UNOFFICIAL COPY

Mortgage

92518729 9217323



THIS MORTGAGE is made on June 19, 1992, between (MND Trust Company of Illinois) and (MND Trust Company of Illinois) as Trustee under a Trust Agreement dated May 1, 1992 and known as

Trust No. 4455-AH 900 E. Kensington, Arlington Heights, Illinois 60004

and whose address is N.B.D. Mount Prospect, N.A. (Mortgagee)

association (national state) banking association (Frank Name)

1190 S. Elmhurst Road, Mt. Prospect, Illinois 60056 (the "Mortgagee")

The Mortgagee MORTGAGES, CONVEYS and assigns to the Mortgagee real property and all the buildings, structures and improve-

ments on it described as: Land located in the Village of Mount Prospect, State of Illinois

See Attached Legal Description

Co-Recording to correct error of title

Commonly known as: 120 E. Northwest Highway, Mt. Prospect, Illinois 60056

Parcel 1: 08-12-223-028, Parcel 2: 08-12-223-034-000

Parcel Identification No. 9217323

The Premises shall also include all of the Mortgagee's right, title and interest in and to the following:

(1) All easements, rights of way, licenses, privileges and benefits;

(2) Land lying in the bed of a river, or the lake, opened, proposed or vacated, or any strip or gore, adjoining the Premises;

(3) All machinery, apparatus, equipment, fixtures, and articles of personal property of every kind and nature whatsoever located now or in the future in or upon the Premises and used or usable in connection with any present or future operation of the Premises (all of which is called "Equipment"). It is agreed that all equipment is part of the Premises and appropriated to the use of the real estate and whether affixed or unaffixed or not, shall for the purposes of this Mortgage unless the Mortgagee shall otherwise elect, be deemed conclusively to be real estate and mortgaged and so granted to the Mortgagee;

(4) All mineral, oil, gas and water rights, royalties, water, and water stock, if any;

(5) All awards or payments including interest, taxes, fees, costs and disbursements incurred by the Mortgagee in connection with any loss of or damage to any building or other improvement on the Premises, any other injury to or decrease in the value of the Premises, any refund due on account of the payment of real estate taxes, assessments or other charges levied against or imposed upon the Premises; and the reasonable attorneys' and paralegals' fees, costs and disbursements incurred by the Mortgagee in connection with the collection of any such award or payment;

(6) All of the rents, issues and profits of the Premises now or hereafter present or future leases, or otherwise.

The Premises are unencumbered except as follows: NONE

PERMITS TO ENCUMBER

(1) Permitted Encumbrances: If the Premises are encumbered by Permitted Encumbrances, the Mortgagee shall perform all obligations and make

Encumbrances, and the Mortgagee is authorized to request and receive that information from any other person without the consent or knowledge

of the Mortgagee.

This Mortgage secures the indebtedness or obligation evidenced by:

(1) The note(s) dated June 19, 1992

in the principal amount of \$250,000.00

respectively, maturing on June 19, 1997

executed and delivered by Eight and Three Quarters

percent (8.75%) to the Mortgagee with interest at the per cent rate of

time to time unpaid. Interest after default or maturity of the note, whether by acceleration or otherwise, on the principal balance remaining from

remaining from time to time unpaid shall be at the per annum rate of Eleven and Three

(11.75%) percent

(ii) the guaranty of the debt of

executed and delivered by

(iii)

including any extensions, renewals, modifications or replacements without limit as to the number or frequency and Debt 1

secured by this Mortgage shall not exceed the principal sum of \$250,000.00

at any one time outstanding

to the Mortgagee, the amount

of the Premises are situated in an area designated as a flood risk area by the

Director of the Federal Emergency Management Agency or as otherwise required

by the Flood Disaster Prevention Act of 1973 and regulations issued under it.

collection fees or penalties shall become, all taxes, assessments, taxes, impositions,

and other charges which may become a lien prior to this Mortgage. Should

the Mortgagee fail to make such payments, the Mortgagee may, at its option

and at the expense of the Mortgagee, pay the amounts due on the account of

318

331

22

May 1

association

national

association

Mount Prospect

State of Illinois

See Attached Legal Description

Co-Recording to correct error of title

Commonly known as:

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in a manner typical with respect to commercial instruments. Notwithstanding to the extent of any conflict with this paragraph shall be deemed to have been received by the recipient by hand or wire transmission, 3 business days after mailing, made by first class registered or certified mail or one business day after mailing or deposit with an overnight courier service if delivered by express mail or overnight courier. This notice provision shall be inapplicable to any judicial or non-judicial proceeding where Illinois law governs the manner and timing of notices in foreclosure or receivership proceedings.

21. MISCELLANEOUS. If any provision of this Mortgage is in conflict with any statute or rule of law or is otherwise unenforceable for any reason whatsoever, then the provision shall be deemed null and void to the extent of such conflict or unenforceability and shall be deemed severable from but shall not invalidate any other provisions of this Mortgage. No waiver by the Mortgagee of any right or remedy granted or failure to insist on strict performance by the Mortgagor shall affect or act as a waiver of any right or remedy of the Mortgagee, nor affect the subsequent exercise of the same right or remedy by the Mortgagee for any subsequent default by the Mortgagor, and all rights and remedies of the Mortgagee are cumulative.

These promises and agreements shall bind and these rights shall be to the benefit of the parties and their respective successors and assigns. If there is more than one Mortgagor, the obligations under this Mortgage shall be joint and several. This Mortgage shall be governed by Illinois law except to the extent it is preempted by Federal law or regulations.

22. WAIVER OF HOMESTEAD RIGHT. Mortgagor does hereby expressly waive and release all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois. Mortgagor does hereby expressly waive and release any and all rights in respect to marshalling of assets which secure the Debt or to require the Mortgagee to pursue its remedies against any other such assets.

23. WAIVER OF RIGHT OF REDEMPTION. MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE OF THIS MORTGAGE, AND ANY RIGHTS OF REINSTATEMENT PURSUANT TO THE LAWS OF THE STATE OF ILLINOIS REGARDING FORECLOSURE OF MORTGAGES, ON MORTGAGOR'S OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF THE MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE. IN THE EVENT THE PREMISES ARE AGRICULTURAL PROPERTY AND MORTGAGOR IS AN

... WAIVER OF FORECLOSURE OF THIS MORTGAGE AND ANY RIGHTS OF REINSTATEMENT PURSUANT TO THE LAWS OF THE STATE OF ILLINOIS REGARDING FORECLOSURE OF MORTGAGES, ON MORTGAGOR'S OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF MORTGAGOR ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES, AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE. IN THE EVENT THE PREMISES ARE RESIDENTIAL PROPERTY AS DEFINED UNDER THE LAWS OF THE STATE OF ILLINOIS REGARDING FORECLOSURE OF MORTGAGES, BUT PRIOR TO THE FILING OF A COMPLAINT FOR FORECLOSURE, THE PREMISES CLASSIFIED AS RESIDENTIAL PROPERTY, MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER AN ORDER OR JUDGMENT OF FORECLOSURE OF THIS MORTGAGE AND ANY RIGHTS OF REINSTATEMENT PURSUANT TO THE LAWS OF THE STATE OF ILLINOIS REGARDING FORECLOSURE OF MORTGAGES, ON MORTGAGOR'S OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF THE MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE.

24. WAIVER OF JURY TRIAL. THE MORTGAGEE AND THE MORTGAGOR AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS MORTGAGE OR ANY RELATED INSTRUMENT OR AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS MORTGAGE OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS, WHETHER ORAL OR WRITTEN, OR ACTIONS OF EITHER OF THEM, NEITHER THE MORTGAGEE NOR THE MORTGAGOR SHALL SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY EITHER THE MORTGAGEE OR THE MORTGAGOR EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY BOTH OF THEM.

Witness the hand and seal of Mortgagor the day and year set forth above.

NBD Trust Company of Illinois

Not personally, but as Trustee under a Trust Agreement dated

May 1, 1992 and known as Trust No. 4455-AH

R DEPT-11 RECORD.T

By: T67777 TRAN 0290 07/15/92 14:12:00 \$31.00

45831 + *-92-518729

By: COOK COUNTY RECORDER

State of Illinois)
County of) SS

I, a Notary Public in and for said County and State, do hereby certify that personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and notarial seal this day of 19

My Commission Expires: Notary Public

State of Illinois)
County of) SS

I, a Notary Public in and for said County, in the State aforesaid, do hereby certify that of (corporation) (association) and of said (corporation) (association) personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such and, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said (corporation) (association), as Trustee, for the uses and purposes therein set forth, and the said did also then and there acknowledge that he, as custodian of the corporate seal of said (corporation) (association), affixed the said corporate seal of said (corporation) (association) to said instrument as his own free and voluntary act, and as the free and voluntary act of said (corporation) (association), as Trustee, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this day of 19

My Commission Expires: Notary Public

BE A PART HEREOF

Notary Public of Cook County Clerk's Office

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and such other appropriate insurance as the Mortgagee may require from time to time. All insurance policies and renewals must be payable to Mortgagee and must provide for payment to the Mortgagee in the event of loss or cancellation, and must be delivered to the Mortgagee within thirty (30) days prior to their respective effective dates. Should the Mortgagor fail to insure or fail to pay the premiums on any insurance or fail to deliver the policies or certificates or renewals to the Mortgagee, then the Mortgagee at its option may have the insurance written or renewed and pay the premiums for the account of the Mortgagor. In the event of loss or damage, the proceeds of the insurance shall be paid to the Mortgagee alone. No loss or damage shall itself reduce the Debt. The Mortgagee is authorized to adjust and compromise a loss without the consent of the Mortgagor to collect, receive and receipt for any proceeds in the name of the Mortgagee and the Mortgagor and to endorse the Mortgagee's name upon any check in payment of proceeds. The proceeds shall be applied first toward reimbursement of all costs and expenses of the Mortgagee in collecting the proceeds and then toward payment of the Debt or any portion of it, whether or not then due or payable, or the Mortgagee at its option may apply the proceeds or any part to the repair or rebuilding of the Premises provided that Mortgagor is not then or at any time during the course of restoration of the Premises in default under this Mortgage and has complied with all requirements for application of the proceeds to restoration of the Premises as Mortgagee, in its sole discretion may establish.

5. RESERVES FOR TAXES AND INSURANCE. Mortgagor shall, if requested by Mortgagee, pay to Mortgagee, at the time of and in addition to the monthly installments of principal and interest due under the Debt a sum equal to one-twelfth (1/12) of (a) the amount estimated by Mortgagee to be sufficient to enable Mortgagee to pay at least thirty (30) days before they become due and payable all taxes, assessments and other similar charges levied against the Premises; and (b) the amount of the annual premiums on any policies of insurance required to be carried by Mortgagor. Mortgagee shall apply the sums to pay the tax and insurance items. These sums may be commingled with the general funds of Mortgagee, and no interest shall be payable on them nor shall these sums be deemed to be held in trust for the benefit of Mortgagor. Upon notice at any time, the Mortgagor will, within ten (10) days, deposit such additional sums as may be required for the payment of increased taxes, assessments, charges or premiums. In the event of foreclosure of this Mortgage, any of the moneys then remaining on deposit with the Mortgagee or its agent shall be applied against the Debt prior to the commencement of foreclosure proceedings. The obligation of the Mortgagor to pay taxes, assessments, charges or insurance premiums is not affected or modified by the arrangements set out in this paragraph. Any default by the Mortgagor in the performance of the provisions of this paragraph shall constitute a default under this Mortgage.

6. WASTE. The Mortgagor shall keep the Premises in good repair, shall not commit or permit waste on the Premises nor do any other act causing the Premises to become less valuable. Non payment of taxes and cancellation of insurance shall each constitute waste. Should the Mortgagor fail to effect the necessary repairs, the Mortgagee may at its option and at the expense of the Mortgagor make the repairs for the account of the Mortgagor. The Mortgagor shall use and maintain the Premises in conformance with all applicable laws, ordinances and regulations. The Mortgagee or its authorized agent shall have the right to enter upon and inspect the Premises at all reasonable times.

7. ALTERATIONS, REMOVAL. No building, structure, improvement, fixture or personal property constituting any part of the Premises shall be removed, demolished or substantially altered without the prior written consent of the Mortgagee.

8. PAYMENT OF OTHER OBLIGATIONS. The Mortgagor shall also pay all other obligations which may become liens or charges against the Premises for any present or future repairs or improvements made on the Premises, or for any other goods, services, or utilities furnished to the Premises, and shall not permit any lien or charge of any kind securing the repayment of borrowed funds (including the deferred purchase price for any property) to accrue and remain outstanding against the Premises.

9. ASSIGNMENT OF LEASES AND RENTS. Further, Mortgagor does hereby pledge and assign to Mortgagee, all leases, written or verbal, rents, issues and profits of the Premises including without limitation, all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing and all deposits of money as advance rent or for security under any and all present and future leases of the Premises, together with the right, but not the obligation, to collect, receive demand, sue for and recover the same when due or payable. Mortgagee by acceptance of this Mortgage agrees, as a personal covenant applicable to Mortgagee only, and not as a limitation or condition hereof and not available to anyone other than Mortgagor, that until a default shall occur or an event shall occur, which under the terms hereof shall give to Mortgagee the right to foreclose this Mortgage, Mortgagor may collect, receive and enjoy such rents. Upon the request of Mortgagee Mortgagor shall deliver to Mortgagee all original leases of all or any portion of the Premises, together with assignments of such leases from Mortgagor to Mortgagee which assignments shall be in form and substance satisfactory to Mortgagee. Mortgagor shall not, without Mortgagee's prior written consent, procure, permit or accept any prepayment, discharge or compromise of any rent or release any tenant from any obligation, at any time while the indebtedness secured hereby remains unpaid.

10. ASSIGNMENT OF INTEREST AS TENANT OR PURCHASER. If the Mortgagor's interest in the Premises is that of a tenant or a purchaser, the Mortgagor also assigns, mortgages and warrants to the Mortgagee, as additional security for the Debt, all of the Mortgagor's right, title and interest in and to any leases, land contracts or other agreements by which the Mortgagor is leasing or purchasing any part or all of the Premises, including all modifications, renewals and extensions and all of the Mortgagor's right, title or interest in any purchase options contained in any lease or other agreement. The Mortgagor agrees to pay each installment of rent, principal and interest required to be paid by it under the lease, land contract or other agreement when each installment becomes due and payable whether by acceleration or otherwise. The Mortgagor further agrees to pay and perform all of its other obligations under the lease, land contract or other agreement.

If the Mortgagor defaults in the payment of any installment of rent, principal, interest or in the payment or performance of any other obligation under the lease, land contract or other agreement, the Mortgagee shall have the right, but not the obligation, to pay the installment or installments and to pay or perform the other obligations on behalf of and at the expense of the Mortgagor. On receipt by the Mortgagee from the landlord or seller under the lease, land contract or other agreement of any written notice of default by the Mortgagor, the Mortgagee

shall have the right to order a default in all events if the Mortgagee questions or doubts the existence of a default or the default.

11. SECURITY AGREEMENT. This Mortgage also constitutes a security agreement within the meaning of the Illinois Uniform Commercial Code (UCC) and Mortgagee grants to Mortgagee a security interest in any Equipment and other personal property included within the definition of Premises. Accordingly, Mortgagee shall have all of the rights and remedies available to a secured party under the UCC. Upon the occurrence of an event of default under this Mortgage, the Mortgagee shall have in addition to the remedies provided by this Mortgage, the right to use any method of disposition of collateral authorized by the UCC with respect to any portion of the Premises subject to the UCC.

12. REIMBURSEMENT OF ADVANCES. If Mortgagor fails to perform any of its obligations under this Mortgage, or if any action or proceeding is commenced which materially affects Mortgagee's interest in the Premises (including, but not limited to a lien priority dispute, eminent domain, code enforcement, insolvency, bankruptcy or probate proceeding), then Mortgagee at its sole option may make appearances, disburse sums, and take any action it deems necessary to protect its interest (including but not limited to disbursement of reasonable attorneys' and paralegals' fees and entry upon the Premises to make repairs). Any amounts disbursed shall become additional Debt, shall be immediately due and payable (up in full) from the Mortgagor to the Mortgagee, and shall bear interest at the highest rate permitted under any of the instruments evidencing any of the Debt.

13. DUE ON TRANSFER. Notwithstanding any other provisions of this Mortgage, no sale, lease, mortgage, trust deed, grant by Mortgagor of an encumbrance of any kind, conveyance, transfer of occupancy or possession, contract to sell, or transfer of the Premises or any part thereof, or sale or transfer of ownership of any beneficial interest or power of direction in a land trust which binds title to the Premises, shall be made without the prior written consent of Mortgagee.

14. NO ADDITIONAL LIENS. Mortgagor covenants not to execute any mortgage, security agreement, assignment of lease, and rental or other agreement granting a lien against the interest of Mortgagor in the Premises without the prior written consent of Mortgagee, and then only when the document granting that lien expressly provides that it shall be subject to the lien of this Mortgage for the full amount secured by this Mortgage and shall also be subject and subordinate to any then existing or future leases affecting the Premises.

15. EMINENT DOMAIN. Notwithstanding any title under the power of eminent domain, alteration of the grade of any road, alley, or the like, or other injury or damage to or decrease in value of the Premises by any public or quasi-public authority or corporation, the Mortgagor shall continue to pay the Debt in accordance with the terms of the underlying loan documents until any award or payment shall have been actually received by Mortgagee. By executing this Mortgage, the Mortgagor assigns the entire proceeds of any award or payment and any interest to the Mortgagee. The proceeds shall be applied first toward reimbursement of all costs and expenses of the Mortgagee, including reasonable attorneys' and paralegals' fees, of the Mortgagee in collecting the proceeds and then toward payment of the Debt whether or not then due or payable, or the Mortgagee at its option may apply the proceeds, or any part to the alteration, restoration or rebuilding of the Premises.

16. HAZARDOUS WASTE. The Mortgagor represents and warrants to the Mortgagee that (a) the Mortgagor has not used Hazardous Materials (as defined below) on, from or affecting the Premises in any manner which violates any Governmental Regulation (as defined below) governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials and, to the best of the Mortgagor's knowledge, no prior owner of the Premises or any existing or prior tenant, or occupant has used Hazardous Materials on, from or affecting the Premises in any manner which violates any Governmental Regulation governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials; (b) the Mortgagor has never received any notice of any violations and is not aware of any existing violations of any Governmental Regulation governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials at the Premises and, to the best of the Mortgagor's knowledge, there have been no actions commenced or threatened by any party for non-compliance which affects the Premises; (c) Mortgagor shall keep or cause the Premises to be kept free of Hazardous Materials except to the extent that such Hazardous Materials are stored and/or used in compliance with all applicable Governmental Regulations; and, without limiting the foregoing, Mortgagor shall not cause or permit the Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials (except in compliance with all applicable Governmental Regulations, nor shall Mortgagor cause or permit, as a result of any intentional or unintentional act or omission on the part of Mortgagor or any tenant, subtenant or occupant, a release, spill, leak or emission of Hazardous Materials onto the Premises or onto any other contiguous property; (d) the Mortgagor shall conduct and complete all investigations, including a comprehensive environmental audit, studies, sampling, and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on, under, from or affecting the Premises as required by all applicable Governmental Regulations to the satisfaction of the Mortgagee, and in accordance with the orders and directives of all federal, state and local governmental authorities; and (e) the Mortgagor represents and warrants that there are no underground storage tanks on the Premises or as reasonably can be ascertainable on property adjacent to, or in close proximity to, the Premises. If the Mortgagor fails to conduct an environmental audit required by governmental authorities of the Mortgagee, then the Mortgagee may at its option and at the expense of the Mortgagor, conduct such audit. Any such audit conducted by Mortgagee shall be conducted solely for the benefit of and to protect the interests of Mortgagee and shall not be relied upon by Mortgagor or any third party for any purpose whatsoever, including, but not limited to Mortgagor's or any third party's obligation, if any, to conduct an independent environmental investigation of its own. By conducting any such audit, Mortgagee does not assume any control over the environmental affairs or operations of Mortgagor nor assume any obligation or liability to Mortgagor or any third party.

Subject to the limitations set forth below, the Mortgagor shall defend, indemnify and hold harmless the Mortgagee, its employees, agents, officers and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including, without limitation, attorneys', paralegals' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to (a)

10/11/2023

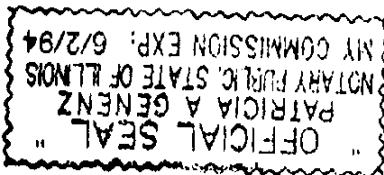
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Patricia A. Genenz
Notary Public

GIVEN under my hand and Notarial Seal this 19th day of June A.D., 1992.

DO HEREBY CERTIFY that Patricia A. Genenz, a Notary Public in and for said County in the State aforesaid, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Officer/Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes herein set forth; and the said ~~Trust Officer/Trust Officer~~ did also then and there acknowledge that he/she/as custodian of the corporate seal of said Corporation did affix the said corporate seal of said Corporation to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
COUNTY OF COOK)

Patricia A. Genenz
Trust Officer

By *Robert E. Dunleavy*
Trust Officer

NBD TRUST COMPANY OF ILLINOIS, as Trustee
under Trust No. 4455-AH and not individually

In the event of any conflict between the provisions of this exculpatory rider and the provisions of the document to which it is attached, the provisions of this rider shall govern.
It is also expressed and agreed by every person, firm or corporation claiming any interest under this document that NBD TRUST COMPANY OF ILLINOIS shall have no liability, contingent or otherwise, arising out of, or in any way related to, (i) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from or affecting the property, soil, water, vegetation, building, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such hazardous materials; and/or (iv) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of the Trustee which are based upon or in any way related to such hazardous materials including, without limitation, attorneys' fees, investigators' fees, laboratory fees, court costs, and litigation expenses.

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This MORTGAGE or TRUST DEED in the nature of a mortgage is executed by NBD TRUST COMPANY OF ILLINOIS, not personally but as Trustee under Trust No. 4455-AH, in the exercise of the power and authority conferred upon and vested in it by the instrument giving to it the power and authority to execute this instrument and it is expressly understood and agreed that nothing contained herein or in the Note or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of the Mortgagor or Grantor, or on said NBD TRUST COMPANY OF ILLINOIS, personally, to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived by the Mortgagor or Trustee under said Trust Deed, the legal owner(s) or holder(s) of said Note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the Mortgagor or Grantor and said NBD TRUST COMPANY OF ILLINOIS personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantors, if any. All the covenants and conditions to be performed hereunder by NBD TRUST COMPANY OF ILLINOIS are undertaken by it solely as trustee as aforesaid and not individually, and no personal liability shall be asserted or enforceable against NBD TRUST COMPANY OF ILLINOIS by reason of any of the covenants, statements, representations, indemnifications or warranties expressed or implied herein contained in this instrument.

TRUSTEES AND MORTGAGEE
DATED June 19, 1992 3 2 UNDER TRUST NO. 4455-AH
RIDER ATTACHED TO AND MADE A PART OF TRUST DEED OR MORTGAGE

UNOFFICIAL COPY

92477323

Property of Cook County Clerk's Office

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Property of Cook County Clerk

Lot Thirty Six (36) in Block Twenty Two (22), in the Resubdivision of Lot 7 in Block 21, Lots 12 to 19, both inclusive, in Block 22, and Lots 12 and 13 in Block 23, in Busse's Eastern Addition to Mount Prospect, in the East Half (1/2) of Section 12, Township 41 North, Range 11 East of the Third Principal Meridian.

And

Lot "A" in owner's Resubdivision of Lots 37 and 38 in Resubdivision of Lot 7, in Block 21 and Lots 12 to 29, both inclusive in Block 22, and Lots 12 and 13 in Block 23, in Busse's Eastern Addition to Mount Prospect, in the East Half (1/2) of Section 12, Township 41 North, Range 11, East of the Third Principal Meridian, according to Plat of said owner's Resubdivision registered in the Office of the Registrar of Titles of Cook County, Illinois, on June 2, 1991, as Document Number 2560304.

Legal Description

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